for a homestead in the property used as a home. *Held,* no homestead can be allowed. *Dickenson et al.* v. *Patton et al.,* — Va. —, 65 S. E. 529.

A voluntary conveyance of land by an insolvent husband to his wife is void as to the husband's creditors. *Needles* v. *Ford et al.,* 167 Mo. 495, 67 S. W. 240. Purchase of property by the wife of an insolvent debtor is regarded as a suspicious circumstance until it is made to appear that the purchase is with her own money. *White* v. *Clasby,* 101 Mo. 162, 14 S. W. 180. But a wife has a right to purchase at a foreclosure sale against a husband and a deed to her in pursuance thereof is not fraudulent as to creditors in the absence of actual fraud. *Hesseltine* v. *Hodges,* 188 Mass. 247, 74 N. E. 319. The Virginia Code provides that a homestead will not be allowed "in any property, the conveyance of which by the homestead claimant has been set aside on the ground of fraud or want of consideration." Clause 7, Art. 3630, POLLARD'S CODE, 1904. A conveyance of realty as in fraud of creditors cannot be set aside without any evidence of fraud of the grantee. *Lary* v. *Pettit,* 55 App. Div. (N. Y.) 631. The principal case states that property cannot be set aside to the wife as a homestead which the husband could not have claimed as such during his lifetime, which is a well settled rule. But, where a conveyance is made or caused to be made by a husband to the wife for the purpose of placing the land beyond the reach of creditors the wife is not precluded thereby from claiming the homestead exemption, even against such creditors. 21 CYC. 471, 26n; *Orr* v. *Shraft,* 22 Mich. 260; *Edmonson* v. *Meacham,* 50 Miss. 34; *Backer* v. *Meyer,* 43 Fed. 702. The right of the wife to the homestead is a preferred right where the property is not encumbered for the purchase price. *Blair* v. *Thorp,* 33 Tex. 38. Homestead laws are to be liberally construed. *Quackenbush* v. *Reed,* 102 Cal. 493, 37 Pac. 755. It is, however, subjected to the payment to the extent of the husband's contribution. *Hamill* v. *Henry,* 69 Ia. 752, 28 N. W. 32. GRAVES, J., in *Orr* v. *Shraft,* supra, says: "If the husband chance to have an equitable interest in the homestead it makes no difference as to the interference by the creditors." There is difference of opinion between the various states as to the construction of homestead laws, some holding to the liberal and others to the strict construction (WASHBURN, REAL PROPERTY, Ed. 5, p. 356, §2) and Virginia seems to be among those construing them strictly.

INSURANCE—DEATH FROM INTOXICATING LIQUORS—WOOD ALCOHOL.—In an action on a life insurance certificate, *held,* that death caused from drinking wood alcohol taken for grain alcohol by mistake, is not death directly or indirectly from the use of intoxicating liquors. *Modern Woodmen of America* v. *Lawson* (1909), — Va. —, 65 S. E. 509.

Were it not for the settled policy of the courts to construe insurance contracts liberally so as to avoid a forfeiture if possible, (*Liverpool and London and Globe Insurance Company* v. *Kearney,* 180 U. S. 132; and *Baley* v. *Homestead Fire Insurance Company,* 80 N. Y. 21,) it would seem that there might be grounds for avoiding the insurance in the principal case. Although *liquor* was not the immediate cause of death, the *use of liquor* might be considered the impelling cause. The facts show that deceased was in the habit of drink-

ing intoxicating liquors, and in an attempt to do so drank wood alcohol. The principal case is then to the effect that death from an attempt to use liquor in a specific case, is not death from the use, although such attempt was induced by the custom of using intoxicating liquors. It would seem that the *use* in bad faith of liquor is the object aimed at by such insurance contracts and not liquor itself. That taking intoxicating liquors in good faith for medicinal purposes does not vitiate the contract is established by *Aetna Life Ins. Co.* v. *Davey,* 123 U. S. 739, and *Knights of Pythias* v. *Allen,* 104 Tenn. 623. In the principal case, however, there was an attempt in bad faith to do an act contrary to the spirit of the insurance contract, and in some cases it might seem that the insured should be held responsible for the results. The principal case is probably correct however on the principle first cited above and because of the equitable grounds of estoppel due to the knowledge of the insurer that the insured drank.

INSURANCE—EFFECT OF CONDITION AGAINST LIABILITY—"IF INSURED DIE BY HIS OWN HAND, WHETHER SANE OR INSANE, WHETHER THE ACT BE VOLUNTARY OR INVOLUNTARY."—Plaintiff and deceased were originally members of "The Order of Lions" which later merged in defendant order. The defendant thereupon issued its guaranty certificate to pay as provided under the old certificate, but predicating its liability, among others, on this condition, "that the beneficiaries shall comply with all the laws, rules and regulations of the [defendant]." At the time the latter certificate was issued the constitution and laws of the defendant contained the following provision: "The death of a member by his own hands whether sane or insane, whether the act be voluntary or involuntary * * * is a risk not assumed by this order." Plaintiff sues as beneficiary to recover the insurance under the new certificate. *Held,* that the instructions of the lower court were erroneous in that they confined the jury to a question of suicide merely, and that the instructions should have been, "if the deceased came to his death by his own hand, whether sane or insane, whether the act producing death was voluntary or involuntary there can be no recovery." *Campbell* v. *Order of Washington,* (1909), — Wash. —, 102 Pac. 410.

The principal case being res nova in the Washington court, it was probably justified in coming to the conclusion that it did. However, in view of the decisions in other jurisdictions the dissent of CHADWICK, J., is entitled to consideration. Even if the condition referred to had not been in effect a subsequently added condition, and not assented to unless expressly called to the insured's attention, (*Cole* v. *Union Central Life Ins. Co.,* 22 Wash. 26; *Foster* v. *Pioneer Mut. Ins. Co.,* 37 Wash. 288); looking at the essential purpose of the insurance as suggested by Judge CHADWICK, plaintiff could scarcely be supposed to have made a contract which would practically prevent recovery for accidental death. Yet under the instructions approved by the majority opinion, a jury would be justified in finding a verdict for the insurer in such a case. That death by suicide, and nothing else is the occurrence that such conditions as are found in the principal case aim to except, would seem to be established by the following cases: life insurance is to